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REMARKS

1. Claims 1-4, 7-8, 11-14, 16-17, 21-24 and 29-33 Are Allowable

Applicants traverse the rejection of claims 1-4, 7-8, 11-14, 16-17, 21-24 and 29-33 under 35 U.S.C. §103(a) over U.S. Patent No. 6,615,034 ("Alloune") in view of U.S. Patent No. 6,965,764 ("Plush") at page 2, paragraph 1, of the Office Action. Claim 1 recites a telecommunications billing system including at least one server configured to interpret at least two file types, the first file type including subscription data associated with a subscription, where the subscription data identifies a pricing plan. Claim 1 further recites that the pricing plan includes an allotment of shared telecommunication units for use in connection with at least a first telecommunications service and a second telecommunications service, where the first telecommunication service and the second telecommunication service are provided by different operating entities.

Alloune discloses a communication billing system including a processing system that is configured to process wireless service events and wireline service events, to generate total charge records for the wireless service events and for the wireline service events, and to generate a bill from the total charge records. *See Alloune*, Abstract. In contrast to claim 1, Alloune discloses processing of wireline service events and wireless service events by a cross-application of unused credits from one service to the total charge records of the other service. *See Alloune*, Col. 8, lines 8-27. In Alloune, the wireless service credits are associated with the wireless services, and the wireline service credits are associated with the wireline services. *See Alloune*, Col. 8, lines 8-27. Thus, the different types of service credits disclosed by Alloune are each associated with a particular service and are not shared units, as recited in claim 1. Instead, Alloune discloses a cross-contribution to credit unused service minutes from one particular service against a total charge record for another service. Alloune discloses, for example, "a cross-contribution could include the application of a credit for unused wireless service minutes to the total charge record for wireline service." *See Alloune*, col. 8, lines 15-17.

Further, Alloune fails to disclose that the wireline and wireless service plans are provided by different operating entities. Instead, Alloune discloses multiple pricing plans for a single entity and a cross-contribution technique for shifting unused telecommunication units between

the services. *See Alloune*, col. 8, lines 15-27. Thus, Alloune fails to disclose or suggest a pricing plan including an allotment of shared telecommunication units for use in connection with at least a first telecommunications service and a second telecommunications service, as recited by claim 1. Moreover, Alloune fails to disclose or suggest that the first telecommunication service and the second telecommunication service are provided by different operating entities, as recited by claim 1.

The Office Action asserts that Plush discloses a method and apparatus for groups of subscribers to share minutes. *See Office Action*, p. 4. However, Plush discloses a system to allow groups of subscribers to share a single account with a pre-paid usage allocation. *See Plush*, col. 8, lines 8-15. Plush fails to disclose or suggest a pricing plan including an allotment of shared telecommunication units for use in connection with at least a first telecommunications service and a second telecommunications service, where the first telecommunication service and the second telecommunication service are provided by different operating entities, as recited by claim 1.

Thus, the asserted combination of Alloune and Plush fails to disclose or suggest at least one element of independent claim 1, and of claims 2-4 and 7-8, at least by virtue of their dependency from claim 1. Accordingly, the rejection of claims 1-4 and 7-8 over the combination of Alloune and Plush should be withdrawn.

In addition, claim 11 recites a method of providing a shared telecommunications account that includes receiving order data, where the order data identifies a pricing plan having an associated allotment of shared telecommunication units for use in connection with at least a first telecommunications service and a second telecommunications service, and where the first telecommunication service and the second telecommunication service are provided by different operating entities. As previously discussed, the asserted combination of Alloune and Plush fails to disclose or suggest an allotment of shared telecommunication units for use in connection with at least a first telecommunications service and a second telecommunications service, where the first telecommunication service and the second telecommunication service are provided by different operating entities, as recited by independent claim 11. Thus, the asserted combination fails to disclose or suggest at least one element of independent claim 11, and of claims 12-14 and

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16-17, at least by virtue of their dependency from claim 11. Accordingly, the rejection of claims 11-14 and 16-17 over Alloune and Plush should be withdrawn.

Further, claim 21 recites a method of providing an invoice to a telecommunications subscriber that includes receiving an invoice file from a first telecommunications service provider, where the invoice file identifies usage of shared telecommunication units applied in connection with a first telecommunication service and a second telecommunication service, and where the first telecommunication service is provided by the first telecommunications service provider and the second telecommunication service is provided by a second telecommunications service provider. The asserted combination of Alloune and Plush fails to disclose shared telecommunication units applied in connection with a first telecommunication service and a second telecommunication service, where the first telecommunication service is provided by the first telecommunications service provider and the second telecommunication service is provided by a second telecommunications service provider, as recited by independent claim 21. Thus, the combination of Alloune and Plush fails to disclose or suggest at least one element of independent claim 21, and of claims 22-24 and 29-33, at least by virtue of their dependency from allowable claim 21. Therefore, the rejection of claims 21-24 and 29-33 should be withdrawn.

2. Claims 5-6, 9-10, 15, 20, 25-28 and 34-39 Are Allowable

Applicants traverse the rejection of claims 5-6, 9-10, 15, 20, 25-28 and 34-39 under 35 U.S.C. §103(a) over Alloune in view of Plush and further in view of U.S. Patent Publication No. 2003/0045267 ("Himmel"), at page 8, paragraph 2 of the Office Action.

The asserted combination of Alloune, Plush and Himmel is improper, because no motivation for making the combination is provided by the references. Himmel discloses a computer program and data processing system to allow a customer to transfer minutes associated with the customer's mobile telephone to a recipient's account. *See Himmel*, Abstract. The Office Action states that it would have been obvious to utilize the invention of Himmel with the teachings of Alloune and Plush "to provide a more flexible system that allows users the ability to transfer minutes to another user having a different service provider." *See Office Action*, p. 9. However, the asserted basis for making the combination is not supported by the references. Alloune provides cross-contribution of telecommunication units between services of a single account. *See Alloune*, col. 8, lines 9-17. Plush provides a single account that may be shared by

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groups of subscribers. *See Plush*, col. 8, lines 8-15. However, neither Plush nor Alloune suggest allowing a user to transfer such credits from a user's account to a recipient's separate account. Moreover, neither Plush nor Alloune disclose or suggest transferring telecommunication credits between different service providers. The asserted basis for the combination constitutes a hindsight reconstruction based on the present application. Therefore, the rejection of claims 5-6, 9-10, 15, 20, 25-28, and 34-39 over the combination of Alloune, Plush, and Himmel is improper and should be withdrawn.

Moreover, even if the combination were made, the asserted combination of Alloune, Plush and Himmel fails to disclose or suggest at least one element of each of the claims. With respect to claims 5, 6, 20, and 38, Himmel fails to overcome the deficiencies of the combination of Alloune and Plush. Himmel discloses a system to allow a subscriber to transfer allocated calling time to a subscriber of a different service. *See Himmel*, p. 4, paragraph 0049. However, the transferred calling time is associated with a first service, and is not part of a shared allotment, as recited by independent claims 1, 11, and 35, from which claims 5, 6, 20 and 38 depend. Further, the Office Action acknowledges that Alloune and Plush fail to disclose or suggest transferring settlement reports to a provider of the first telecommunications service, as recited by claims 5, 6, 20 and 38. The Office Action asserts that Himmel discloses this feature.

Though Himmel describes an exchange rate between providers, Himmel fails to disclose or suggest transferring settlement reports, as recited by claims 5, 6, 20, and 38. Instead, the system of Himmel transmits "an instruction across the network from one service provider to another service provider to update customer account records." *See Himmel*, paragraph [0050]. Himmel fails to disclose or suggest a settlement system configured to transfer settlement reports to a provider of the first telecommunications service, as recited by claims 5 and 6. Himmel fails to disclose or suggest preparing a reconciliation report associated with the allotment of shared telecommunication units and sending the reconciliation report to the first telecommunications service provider, as recited by claim 20. Additionally, Himmel fails to disclose or suggest a method that includes receiving a reconciliation file from the second subscriber service provider, the reconciliation file indicating a portion of the allotment of the shared telecommunications units used in conjunction with the first subscriber service, as recited by claim 38. Accordingly, the asserted combination of Alloune, Plush and Himmel fails to disclose or suggest each and every element of claims 5-6, 20 and 38.

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With respect to claims 9 and 15, the Office Action acknowledges that Alloune and Plush fail to disclose or suggest a telecommunication billing system that includes a billing module that calculates excess charges when cumulative usage of the first set of telecommunications service usage data and usage of the second set of telecommunication service usage data exceeds the allotment of shared telecommunication units, as recited by claim 9, and determining excess usage charges when the combined usage of the first telecommunications service and of the second telecommunications service exceeds the allotment of the shared telecommunication units, as recited by claim 15.

The Office Action asserts that Himmel discloses the features of claims 9 and 15. In contrast to claims 9 and 15, however, Himmel discloses that conventional systems typically require a purchase of a block of pre-paid minutes and that usage that exceeds the pre-paid block is charged separately. *See Himmel*, p. 1, paragraph 5. Himmel fails to disclose or suggest determining excess charges in relation to usage of shared telecommunication units by a first telecommunications service and a second telecommunication service. Specifically, the asserted combination of Alloune, Plush and Himmel fails to disclose or suggest a telecommunication billing system including a billing module that calculates excess charges when cumulative usage of the first set of telecommunications service usage data and usage of the second set of telecommunication service usage data exceeds the allotment of shared telecommunication units, as recited by claim 9. The asserted combination of Alloune, Plush and Himmel also fails to disclose or suggest a method that includes determining excess usage charges when the combined usage of the first telecommunications service and of the second telecommunications service exceeds the allotment of the shared telecommunication units, as recited by claim 15. Therefore, the rejection of claims 9 and 15 should be withdrawn.

Claim 10 depends from claim 1, which Applicants have shown to be allowable. Like Alloune and Plush, Himmel fails to disclose or suggest a pricing plan that includes an allotment of shared telecommunication units for use in connection with at least a first telecommunications service and a second telecommunications service, as recited by claim 1. Accordingly, the combination of Alloune, Plush and Himmel fails to disclose or suggest at least one element of claim 10, at least by virtue of its dependency from claim 1.

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With regard to claims 25-27, Applicants have shown claims 21 and 23 to be allowable. Himmel does not provide the elements of claims 21 or 23 not disclosed by Alloune and Plush. Thus, claims 25-27 are allowable, at least by virtue of their dependency from claims 21 and 23. Moreover, Himmel fails to disclose or suggest an invoice that includes a first telecommunications service, a second telecommunication service, and a third telecommunication service, where the third telecommunications service is a calling card telecommunications service (as recited by claim 25), an Internet access service (as recited by claim 26), or a cable access service (as recited by claim 27). The asserted combination of Alloune, Plush and Himmel fails to disclose or suggest sending an invoice to a subscriber, where the invoice includes usage of shared telecommunication units applied in connection with a first telecommunications service, a second telecommunications service, and a third telecommunications service, as recited by claim 23, from which claims 25-27 depend. While Alloune discloses providing an invoice with multiple services, there is no suggestion in Alloune that the various services are provided by at least two different telecommunication service providers. Accordingly, the rejection of claims 25-27 over the combination of Alloune, Plush and Himmel should be withdrawn.

With respect to claims 28 and 39, the Office Action acknowledges that Alloune and Plush fail to disclose or suggest receiving a supplemental invoice file from the second telecommunications service provider, where the second telecommunications service provider provides the second telecommunications service, as recited by claim 28. *See Office Action*, p. 11. The Office Action also acknowledges that Alloune and Plush fail to disclose or suggest a method including preparing a supplemental invoice, as recited by claim 39. *See Office Action*, p. 11. While Himmel discloses a system for transferring credits from one account to another (*see Himmel*, Abstract), Himmel fails to disclose or suggest providing a supplemental invoice or receiving a supplemental invoice file from a second telecommunications service provider, as recited by claims 28 and 39, respectively. Accordingly, Himmel fails to overcome the deficiencies of Alloune and Plush with respect to claims 28 and 39. The asserted combination of Alloune, Plush, and Himmel fails to disclose or suggest at least one element of each of claims 28 and 39, and the rejection of claims 28 and 39 should be withdrawn.

Claim 34 recites a method that includes transferring order data associated with a subscription request to the second telecommunications service provider, where the second telecommunications service provider provides the second telecommunications service. Claim 37

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recites a method that includes transferring usage data associated with the first subscriber service to the second subscriber service provider. Himmel discloses allowing a user to transfer credits from one account to another (*See Himmel*, Abstract), but Himmel fails to disclose or suggest transferring order data or usage data, as recited by claims 34 and 37, respectively. Therefore, the asserted combination of Alloune, Plush and Himmel fails to disclose or suggest at least one element of each of the claims 34 and 37, and the rejection of claims 34 and 37 should be withdrawn.

With respect to claim 35, the asserted combination of Alloune, Plush and Himmel fails to disclose or suggest the specific arrangement of elements recited by independent claim 35. In particular, claim 35 recites a method of establishing a telecommunication service that includes receiving order data that identifies a price plan, which includes an allotment of shared telecommunications units. Claim 35 recites the shared telecommunications units are available for use in a first subscriber service and a second subscriber service, where the first subscriber service is distinct from the second subscriber service.

The Office Action asserts that Alloune discloses the elements of claim 35, citing col. 8 of Alloune. However, Alloune fails to disclose or suggest "a method of establishing a telecommunications service", as recited by claim 35. Instead, Alloune discloses a system for cross-contribution of unused telecommunication minutes from one service to a total charge for a second service. *See Alloune*, col. 8, lines 9-17. Alloune assumes that the service has already been established, so Alloune fails to disclose or suggest receiving order data or establishing an account, as recited by claim 35. Moreover, the allotment of minutes in Alloune are not shared units, as recited by claim 35, but rather excess units that are reallocated.

Plush is asserted as disclosing groups of subscribers with a shared account. *See Plush*, Abstract. However, like Alloune, Plush assumes that the shared group account is already set up, so Alloune fails to disclose or suggest receiving order data or establishing an account, as recited by claim 35. Similarly, Himmel fails to disclose or suggest receiving order data or establishing an account, as recited by claim 35. Hence, the asserted combination of Alloune, Plush and Himmel fails to disclose or suggest receiving order data or establishing an account, as recited by claim 35. Accordingly, the rejection of claim 35 over the asserted combination of Alloune, Plush and Himmel should be withdrawn. In addition, the asserted combination of Alloune, Plush and

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Himmel fails to disclose or suggest at least one element of each of the claims 36-40, at least by virtue of their dependency from claim 35.

3. Claims 18 and 19 Are Allowable

Applicants traverse the rejection of claims 18-19 under 35 U.S.C. §103(a) over Alloune in view of Plush, further in view of U.S. Patent No. 6,556,818 ("Meehan") at page 14, paragraph 3, of the Office Action. The Office Action acknowledges that Alloune and Plush fail to disclose or suggest a third telecommunications service provider. *See Office Action*, p. 14. The Office Action asserts that Meehan discloses this feature. The Office Action states that it would have been obvious to use the teachings of Meehan to modify the teachings of Alloune and Plush to allow a third service provider the ability to offer fixed fee billing to any and all calls placed to their subscribers. *See Office Action*, p. 14.

Claim 18 recites communicating a combined invoice to a third telecommunications service provider. Meehan discloses that if a subscriber subscribes to a fixed fee billing coverage, a call to a mobile destination is routed to a mobile switching center (MSC). *See Meehan*, col. 5, lines 48-52. A designated landline switch generates a data signaling message with the telephone number of the calling station included in an altered form, and the call is completed to the called wireless unit without accounting for air time charges. *See Meehan*, col. 5, lines 52-54. Meehan fails to disclose or suggest a combined invoice, but rather discloses charging a landline subscriber for calls made to the called wireless unit. In contrast to claims 18 and 19, the calling party subscribes to a calling party pays (CPP) type billing system, so that calls placed to the called party are charged to the calling party. *See Meehan*, col. 5, lines 48-52. Accordingly, Meehan fails to overcome the deficiencies of Alloune and Plush. Thus, the asserted combination of Alloune, Plush and Meehan fails to disclose or suggest at least one element of claims 18 and 19. Therefore, the rejection of claims 18 and 19 should be withdrawn.

4. Claim 40 Is Allowable

Applicants traverse the rejection of claim 40 over Alloune, Plush, Himmel, and Meehan. As explained previously, there is no motivation to combine the cross-contribution system of Alloune with the group account system of Plush and with the user interface of Himmel. Moreover, there is no motivation to combine Alloune, Plush, and Himmel with the calling party pays system of Meehan. In particular, Meehan discloses a subscription service where a landline telephone user can subscribe to billing coverage for any and all calls placed to a mobile destination from the subscriber line. *See Meehan*, Abstract. This pre-paid billing coverage is not a shared allotment of telecommunication units, as recited by claim 35, from which claim 40 depends. Moreover, the billing coverage service of Meehan is provided so that "neither party will be billed for the air time usage." *See Meehan*, Abstract. Since neither party pays for the air time, Meehan is technically inconsistent with the cross-contribution system of Alloune and with the caller initiated transfer of services of Himmel, since the system of Meehan would require no such cross-contribution or transfer of services. Thus, there is no motivation to make the asserted combination, except that provided by the present application. The asserted combination constitutes an impermissible hindsight reconstruction. Therefore, the rejection is improper and should be withdrawn.

Accordingly, claim 40 is allowable over the cited combination of Alloune, Plush, Himmel, and Meehan, and the rejection of claim 40 should be withdrawn.

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CONCLUSION

Applicants respectfully request reconsideration and withdrawal of each of the rejections, as well as an indication of the allowability of each of the claims now pending.

The Examiner is invited to contact the undersigned attorney at the telephone number listed below if such a call would in any way facilitate allowance of this application.

The Commissioner is hereby authorized to charge any fees, which may be required, or credit any overpayment, to Deposit Account Number 50-2469.

Respectfully submitted,

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